

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

Foster, Swift, Colling

& Smith, P.C.

Preparer's name and business
telephone number:

Brian J. Simmons

(517) 372-8050

Brian J. Simmons
Foster, Swift, Collins & Smith, P.C.
313 South Washington Square
Lansing, Michigan 48933

INFORMATION AND INSTRUCTIONS

1. The certificate of limited partnership cannot be filed until this form is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This certificate is to be used for the purpose of forming a domestic limited partnership pursuant to Section 201 of the Act.
4. If additional space is required for any section, continue the section on supplement O. If a specific section of this certificate is not applicable, state "none".
5. Section 1 — The limited partnership name must contain, without abbreviation, the words "limited partnership". The name may not contain the name of a limited partner (unless the name is also the name of a general partner or the business of the limited partnership had been carried on under that name before the admission of that limited partner). The name may not contain any word or phrase indicating or implying that it is organized other than for a purpose described in Section 2 of the certificate.
6. Section 3(a) — The limited partnership must keep at the office required by Sec. 105(a)(1) of the Act (1) a current list of the full name and last known business or residence address of each partner, specifying separately the general partners and limited partners in alphabetical order within each category, (2) a copy of the certificate of limited partnership and all certificates of amendment, restated certificates of limited partnership and certificates of assumed name together with executed copies of any powers of attorney, (3) copies of the limited partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years, and (4) copies of any then effective written partnership agreements and financial statements for the three most recent years.
7. Section 3(b) — The agent must be an individual resident of Michigan, a domestic corporation, or a foreign corporation authorized to do business in Michigan.
8. Section 3(c) — The address of the agent must be a location; P.O. box addresses are not acceptable.
9. Section 8 — If a partner has no right to terminate, indicate "none".
10. Section 13 — An effective date, no later than 90 days after the date the document is delivered to the Bureau, may be stated in this section.
11. Section 14 — This document must be signed in ink by each partner. A partner may sign by an attorney in fact.
12. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00
13. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau (Corporation Division,
P.O. Box 30054, 6546 Mercantile Way, Lansing, MI 48909, Telephone: (517) 334-6302

SUPPLEMENT L

Page 1 of 1

AUTHORIZED UNDER P.A. 213 OF 1982

Limited Partnership Name **Thumb Cellular Limited Partnership**

Supplement to: ☒ Certificate of Limited Partnership ☐ Restated Certificate of Limited Partnership
☐ Amendment to Certificate of Limited Partnership

INFORMATION AND INSTRUCTIONS

Use one section of this form for each limited partner. Use as many pages of supplement L as needed to provide information on all limited partners.

List all limited partner names in alphabetical sequence.

If the contribution is in the form of property or services, indicate the agreed value (in dollars) of the contribution in the space provided for other.

If more space is needed, continue on supplement O.

1. Name (Last, First, Initial)

Thumb Cellular Communications, Inc.

2. Contributions Previously Made

Cash: \$ **-0-**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

3. Future Contributions to be Made

Cash: \$ **-0-**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

4. Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

5. Times or events requiring Future Contributions: (Cash, Property or Services) In the event the General Partner determines that additional capital is needed to meet the financial obligations or operating expenses of the Partnership or in the event the Partner's Capital Account has a deficit balance at the time of liquidation of the Partnership.

Century Cellunet of Michigan RSAs, Inc.

2. Contributions Previously Made

Cash: \$ **500**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

3. Future Contributions to be Made

Cash: \$ **-0-**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

4. Description of Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

N/A

5. Times or events requiring Future Contributions: (Cash, Property or Services) In the event the General Partner determines that additional capital is needed to meet the financial obligations or operating expenses of the Partnership.

1. Limited Partner Name (Last, First, Initial)

GTE Mobilnet, Incorporated

2. Contributions Previously Made

Cash: \$ **12,500**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

3. Future Contributions to be Made

Cash: \$ **-0-**
 Indicate Dollar Value **-0-**

Other: \$ **-0-**

4. Description of Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

N/A

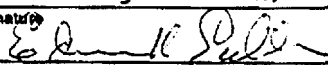
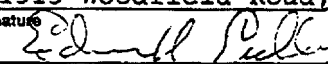
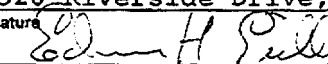
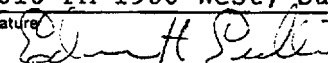
5. Times or events requiring Future Contributions: (Cash, Property or Services) In the event the General Partner determines that additional capital is needed to meet the financial obligations or operating expenses of the Partnership.

(Please read instructions on reverse side before completing form)

Limited Partnership Name **Thumb Cellular Limited Partnership**

Supplement to:
(Check one)

- ☒ Certificate of Limited Partnership
☐ Restated Certificate of Limited Partnership
☐ Amendment to Certificate of Limited Partnership
☐ Application for Registration to Transact Business in Michigan
☐ Certificate of Correction

1. Type of Partner General	2. Partner Name Agri-Valley Communications, Inc.		
3. Address 7585 Pigeon Road, Pigeon, Michigan 48755			
4. Signature 			5. Date Signed 9/28/90
Edwin H. Eichler, President of the General Partner			
1. Type of Partner Limited	2. Partner Name Ameritech Mobile Communications, Inc.		
3. Address 1515 Woodfield Road, Suite 1400, Schaumburg, Illinois 60173			
4. Signature 			5. Date Signed 9/28/90
Edwin H. Eichler, President of the General Partner*			
1. Type of Partner Limited	2. Partner Name Century Cellunet of Michigan RSAs, Inc.		
3. Address 520 Riverside Drive, Monroe, Louisiana 71201			
4. Signature 			5. Date Signed 9/28/90
Edwin H. Eichler, President of the General Partner*			
1. Type of Partner Limited	2. Partner Name GTE Mobilnet, Incorporated		
3. Address 616 FM 1960 West, Suite 400, Houston, Texas 77090-3097			
4. Signature 			5. Date Signed 9/28/90
Edwin H. Eichler, President of the General Partner*			
1. Type of Partner	2. Partner Name		
3. Address			
4. Signature *pursuant to the terms of a Power of Attorney contained in the Articles of Partnership			5. Date Signed
1. Type of Partner	2. Partner Name		
3. Address			
4. Signature			5. Date Signed
1. Type of Partner	2. Partner Name		
3. Address			
4. Signature			5. Date Signed

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

Section 7

(1) No assignee, purchaser, or transferee of a Partnership Interest shall have the right to become a substitute Limited Partner, unless:

(a) The transferring Limited Partner has designated such intention in a written instrument of assignment, sale, or transfer, a copy of which has been delivered to the General Partner;

(b) The transferring Limited Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;

(c) The person acquiring the Partnership Interest has adopted and agreed in writing to be bound by all of the provisions of the Articles of Partnership, as amended;

(d) All documents reasonably required by the General Partner and the Michigan Revised Uniform Limited Partnership Act to effectuate the substitution of the person acquiring the Partnership Interest as a Limited Partner shall have been executed and filed at no cost to the Partnership; and

(e) Any necessary prior consents have been obtained from any regulatory authorities;

provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assignor or seller. "Affiliate" is defined as a person, association, co-partnership, partnership, corporation, or joint-stock company or trust ("Person") that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another Person. Control shall be defined as (a) ownership of a majority of the voting power of all classes of voting stock combined, or (b) ownership of a majority of the beneficial interest in income and capital of an entity other than a corporation.

(2) Any Limited Partner may transfer all or any part of its Partnership Interest to an Affiliate thereof at any time, and the transfer permitted in the Post-Filing Settlement Agreement for

SUPPLEMENT O

Page 2 of 10Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

Michigan RSA Number 120 signed by all Partners may be made at any time without any consent or restriction by the General Partner or any Limited Partner.

(3) There shall be no sale, exchange, or other transfer or assignment ("Transfer") of any of a Limited Partner's Partnership Interest to a non-Affiliate without the prior written consent of the General Partner, which consent shall not be unreasonably withheld. Before any Limited Partner so Transfers any of its Partnership Interest to a non-Affiliate of such Limited Partner, it shall offer, by giving written notice to each other Partner, all of the Partnership Interest proposed to be Transferred for the price at which and the terms under which such non-Affiliate has offered in writing to pay for such Partnership Interest. It shall attach the written offer from the non-Affiliate to its notice to the Partners.

Each Partner shall initially be entitled to purchase that fraction of the offering Partner's Partnership Interest equal to its Partnership Interest divided by the Partnership Interests of all Partners other than the Partner proposing the Transfer. Each offeree Partner shall exercise its right to purchase by giving written notice to the General Partner within thirty (30) days after it receives the notice from the Transferring Partner.

If any offeree Partner does not timely exercise its right to purchase ("Declining Partner"), the General Partner shall immediately notify in writing the Partners who did exercise their right to purchase of that fact. In such event, any Partner who did exercise such right shall be entitled to purchase that fraction which the Declining Partners had a right to purchase equal to its Partnership Interest divided by the Partnership Interests of all Partners who did exercise their initial right to purchase, by giving written notice to the General Partner within ten (10) days after it receives the written notice from the General Partner referred to in the sentence immediately above.

If less than all of the Partnership Interest is subscribed for, the General Partner shall be entitled to purchase the unsubscribed Partnership Interest by written notice to the Partner proposing the Transfer within ten (10) days after the last period specified above for notice of the intention of the offeree Partners. If the Partners eligible to purchase subscribe for none or fewer than all

SUPPLEMENT O

Page 3 of 10Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

☒ Certificate of Limited Partnership☐ Certificate of Cancellation☐ Restated Certificate of Limited Partnership☐ Certificate of Correction☐ Amendment to Certificate of Limited Partnership☐ Supplement L

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

of the Partnership Interest offered, the offer shall be deemed rejected and the Partner proposing the Transfer may, within sixty (60) days, Transfer the Partnership to the non-Affiliate on the same terms and conditions as stated in the written offer. If it does not do so within sixty (60) days, the Partnership Interest shall again become subject to the restrictions of this Section 7.

There shall be no Transfer of ownership of more than 49.9 percent (49.9%) of the shares or interests in any corporation or entity which owns a Partnership Interest either directly or through an Affiliate ("Subject Entity") without first obtaining a written offer to buy such Partnership Interest from a non-Affiliate and then following the first refusal rights provisions of this Section 7 with respect to such offer. If Transfer of ownership occurs without compliance with the above, the Subject Entity or its Affiliate shall be deemed to have received an offer to buy its Partnership Interest from a non-Affiliate for a price to be determined by appraisal to be paid by the purchasing Partner or Partners and the first refusal rights provisions of this Section 7 shall be complied with assuming it had received such a written offer. If the Partners do not exercise their right to purchase, the Subject Entity or its Affiliate may keep its Partnership Interest but will again be subject to the terms of this Section 7 with respect to any subsequent Transfer of ownership.

(4) Each Limited Partner transferring a Partnership Interest hereby indemnifies the Partnership and the other Partners against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Section 7.

(5) The profits and losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the Partnership Interest or substitution of a Partner with respect to that Partnership Interest and any distributions made with respect thereto shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment or substitution, that the Partnership Interest so assigned, or with respect to which there is a substitution, was owned by each of

SUPPLEMENT O

Page 4 of 10

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

them. The effective date of an assignment, sale, or transfer of a Limited Partner's Partnership Interest or any portion thereof shall be the date on which written consent was obtained from the General Partner.

(6) Each Limited Partner agrees that it will not sell, assign, or otherwise transfer its Partnership Interest to any person who does not represent and warrant that the acquisition of its Partnership Interest is made for its own account for investment purposes only and not with a view to the resale or distribution of the Partnership Interest, except insofar as the Securities Act of 1933, as amended, and any applicable securities laws of any state permit such acquisition to be made for the account of others or with a view to the resale or distribution of such Partnership Interest without requiring that such Partnership Interest, or the acquisition, resale, or distribution thereof be registered under the Securities Act of 1933, as amended, or any applicable securities law of the United States, or any state or other jurisdiction.

(7) Any Partner may transfer any or all of its Partnership Interest by way of security, and the provisions of this Section 7 shall not apply so long as the Partner remains the legal owner of the Partnership Interest so given as security. However, a Partnership Interest cannot be transferred or sold to satisfy the debt for which it was given as security without complying with the provisions of this Section 7.

Section 8(a)

(1) The Limited Partners consent to an assignment or other transfer by the General Partner of its General Partner's Partnership Interest to an Affiliate of the General Partner, which shall thereupon acquire all rights and obligations of, and shall in all ways be deemed to be, the General Partner. Such assignment or other transfer is subject to the receipt of all required Federal Communications Commission ("FCC") approvals and shall not result in or require dissolution or winding up of the Partnership, and each Limited Partner votes to continue the business of the Partnership with a substitute General Partner. The Limited

SUPPLEMENT O

Page 5 of 10Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

Partners agree to amend the Articles of Partnership to reflect such assignment or other transfer and appoint the substitute General Partner as their agent to make such amendments.

(2) Before the General Partner transfers or assigns any of its Partnership Interest to a non-Affiliate of the General Partner, it shall offer, by giving written notice to each other Partner, all of the Partnership Interest proposed to be transferred or assigned, for a price at which and the terms under which such non-Affiliate has offered in writing to pay for such Partnership Interest. It shall attach the written offer from the non-Affiliate to its notice to the Partners. Each Partner shall initially be entitled to purchase that fraction of the General Partner's Partnership Interest equal to its Partnership Interest divided by the Partnership Interests of all Partners other than the General Partner. Each offeree Partner shall exercise its right to purchase by giving written notice to the General Partner within thirty (30) days after it receives the notice from the General Partner.

If any offeree Partner does not timely exercise its right to purchase ("Declining Partner"), the General Partner shall immediately notify in writing the Partners who did exercise their right to purchase of that fact. In such event, any Partner who did exercise such right shall be entitled to purchase that fraction which the Declining Partners had a right to purchase equal to its Partnership Interest divided by the Partnership Interests of all Partners who did exercise their initial right to purchase, by giving written notice to the General Partner within ten (10) days after it receives the written notice from the General Partner referred to in the preceding sentence.

If the Partners eligible to purchase subscribe for none or fewer than all of the General Partner's Partnership Interest offered, the offer shall be deemed rejected and the General Partner may, within sixty (60) days, transfer or assign its Partnership Interest to the non-Affiliate on the same terms and conditions as stated in the written offer. If it does not do so within sixty (60) days, the General Partner's Partnership Interest shall again become subject to the restrictions of this Section 8(a). Any such transfer or assignment shall be subject to required regulatory approval.

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

Section 8(b)

(1) Effective upon thirty (30) days' written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

(2) Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any obligation under the Articles of Partnership if such default shall not be corrected within sixty (60) days after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses to insist upon such withdrawal. The General Partner shall notify each non-defaulting Limited Partner of such default in performance.

(3) Any Limited Partner shall promptly withdraw upon the bankruptcy or assignment for the benefit of the creditors of such Limited Partner.

(4) Any Limited Partner shall promptly withdrawal upon failure by such Limited Partner to make all of its required initial Capital Contribution.

(5) Upon withdrawal pursuant to (1), (2), or (3) above, the Limited Partner so withdrawing shall, subject to Section 8(b)(7), receive distribution of its Capital Account in cash.

(6) Upon withdrawal pursuant to (1), (2), (3), or (4) above, the proportionate Partnership Interest of the remaining Partners shall be increased pro rata to reflect such withdrawal.

(7) Distributions made to Limited Partners upon their withdrawal may, at the General Partner's option, and consistent with regulatory and other legal constraints, be paid in equal annual payments, including interest, over a period not to exceed three (3) years, in order to provide the Partnership sufficient time to

SUPPLEMENT O

Page 7 of 10

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

raise capital to replace that capital being withdrawn and to insure the continued provision of Cellular Service. Such interest shall be calculated at a rate equal to one point above the average daily "prime" interest rate for the year preceding the date on which a payment is made and which had been charged on new borrowings by CitiBank, N.A., the Chase Manhattan Bank, N.A., and Morgan Guaranty Trust Company of New York, on short-term unsecured loans to their most creditworthy corporate borrowers, as applied to the outstanding balance due.

Section 9

(1) Funds of the Partnership from all sources, less appropriate reserves as are determined by the General Partner to be reasonably necessary for future administrative and operating expenses, loan payments, and other costs and expenses and contingencies, shall be distributed on a fiscal quarterly basis as promptly as practicable after the end of each quarter; provided, however, that no cash shall be distributed to any Limited Partner if the effect thereof would be to create a deficit in its aggregate Capital Account below the sum of (a) the amount (if any) which it is required to contribute to the Partnership, and (b) such Partner's share of the gain which the Partnership would recognize upon a sale of its property for an amount equal to the balance of the non-recourse debt encumbering it, and such cash shall be retained by the Partnership and shall be distributed to the Limited Partner (together with interest earned by the Partnership on it) at the earliest time or times possible when such distributions will not cause such a deficit or increase such a deficit in the distributee's Capital Account balance.

The Partnership shall invest all retained cash in interest-bearing certificates or accounts with a bank or other institution furnishing insurance therefor issued by an agency of the United States. Each distribution shall be made to the Partners in proportion to the daily weighted average of their respective Partnership Interests as in effect from time to time during the relevant quarterly time period.

(2) Upon dissolution of the Partnership, the General Partner shall proceed, subject to the provisions herein, to liquidate the Partnership and apply the proceeds of such liquidation, or to distribute the Partnership assets, in the following order of priority:

SUPPLEMENT O

Page 8 of 10

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

- (a) To creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners;
- (b) To the establishment of any reserve which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership;
- (c) To former Partners in satisfaction of unpaid liabilities at the time of winding up; and
- (d) To Partners with positive Capital Account balances in accordance with the ratio of their Capital Accounts.

(3) Upon dissolution, the General Partner may, in its discretion, (a) liquidate all or a portion of the Partnership assets and apply the proceeds of such liquidation in the priorities set forth in paragraph (2) of this Section 9; or (b) hire independent appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' Capital Accounts as though the properties in question had been sold on the date of distribution, and after giving effect to any such adjustment, distribute such assets in accordance with the priorities as set forth in paragraph 2 of this Section 9. The General Partner may determine in its sole discretion whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution; provided, however, that any distributions of unrealized receivables or substantially appreciated inventory within the meaning of Internal Revenue Code Section 751 shall be made proportionately to the Partners' Partnership Interests at the time of dissolution unless the Partners otherwise unanimously agree. To the extent practicable, such distributions will take into account the interests of the Limited Partners. In the case of any distribution in kind of the Partnership assets under this section to a Partner, the value of the asset determined by appraisal as provided above shall be applied against the Partner's Capital Account.

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

(4) A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize any losses which otherwise might be incurred.

Section 10

No Partner shall be entitled to withdraw any portion of such Partner's Capital Contribution or to receive any distributions from the Partnership except as expressly provided in the Articles of Partnership or upon full and complete winding up and liquidation of the business and affairs of the Partnership. In no event shall any Partner have a right to receive property other than cash. No interest shall be paid on any capital invested in the Partnership.

Section 11

The Partnership shall be dissolved and terminated if:

(a) The FCC approves the Articles of Partnership subject to terms and conditions that are unacceptable to the General Partner and at least one of the Limited Partners, and all available administrative and judicial appeals of such FCC approval have been finally exhausted;

(b) The Cellular Radio Decisions are not continued in substantially the same form and such change materially and adversely impacts the Partnership's ability to conduct its business, and all available administrative and judicial appeals regarding such Cellular Radio Decisions have been finally exhausted;

(c) The FCC finally denies licenses to the Partnership empowering it to construct and provide Cellular Service;

(d) The Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to the General Partner and at least one Limited Partner on the grounds that such denial or conditional grant has a materially adverse impact on the Partnership's ability to conduct its business;

SUPPLEMENT O

Page 10 of 10

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Cancellation |
| <input type="checkbox"/> Restated Certificate of Limited Partnership | <input type="checkbox"/> Certificate of Correction |
| <input type="checkbox"/> Amendment to Certificate of Limited Partnership | <input type="checkbox"/> Supplement L |

Each item shown on this supplement must be identified. Indicate the section or item number of the document checked above that is being continued or supplemented.

(e) The Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination; or

(f) Any other event causing a dissolution under the Michigan Revised Uniform Limited Partnership Act, unless the Partnership is continued by the remaining Partners within ninety (90) days thereafter.

Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered final until all available administrative and judicial appeals of such denial have been finally exhausted.

Section 12

Withdrawal of the General Partner will cause the dissolution and termination of the Partnership, except in the case of assignments to its Affiliate, unless it is continued by the unanimous consent of the remaining Partners given within ninety (90) days thereafter. The General Partner may not withdraw until it has given the other Partners ninety (90) days' notice. If during that time the other Partners unanimously designate a substitute General Partner who will agree to purchase the General Partner's Partnership Interest on terms acceptable to the General Partner and continue the business of the Partnership, subject to required regulatory approval, the General Partner agrees to transfer or assign its Partnership Interest to the substitute General Partner. The General Partner shall not unreasonably withhold its acceptance of terms for purchase of its Partnership Interest proposed by the substitute General Partner. Following the withdrawal of the General Partner, the Partnership may continue to provide Cellular Service.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received
<p style="text-align: center;">FILED</p> <p style="text-align: center;">FEB 14 1991</p> <p style="text-align: center;">Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau</p>	Feb 14, 1991

CERTIFICATE OF AMENDMENT

For use by Domestic Limited Partnerships

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 213, Public Acts of 1982, the undersigned person(s) execute the following Certificate:

1. The name of the limited partnership is: Thumb Cellular Limited Partnership	
2. The limited partnership number (LPN) assigned by the Bureau is:	L 1 5 — 3 6 6
3. The location of the office at which the limited partnership records are maintained is:	
7585 Pigeon Road	Pigeon, Michigan 48755
(Street Address)	(City) (ZIP Code)

4. The date the original Certificate of Limited Partnership was filed is:	October 1, 1990
5. The name and address of the office or agency with which the original Certificate of Limited Partnership was filed is:	
Corporation & Securities Bureau, Department of Commerce	

6. The Certificate of Limited Partnership is hereby amended by the changes set forth on Supplements L, O, and P. The following is a general description of the amendment(s) made by this Certificate: The limited partnership is amended by the withdrawal of one of the limited partners and by an increase in the contribution amount of another limited partner.
--

Attached are 1 page(s) of Supplement L, 0 page(s) of Supplement O, and 1 page(s) of Supplement P.

Signed this 30 day of January, 19 91

By X Edwin H. Eichler (Signature)

Edwin H. Eichler, President

(Type or Print Name and Title)

Agri-Valley Communications, Inc., General Partner

(Name of General Partner if a corporation or other entity)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

Leslie A. Kelly
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933

Preparer's name and business
telephone number:

(517) 372-8050

INFORMATION AND INSTRUCTIONS

1. The certificate of limited partnership cannot be amended until this form is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This certificate is to be used pursuant to Section 202 of the Act for the purpose of amending a domestic limited partnership's certificate of limited partnership.
4. Item 2— Enter the limited partnership number previously assigned by the Bureau. If this number is unknown, leave it blank.

5. Item 5— Complete this item only if the date in Item 4 is prior to January 1, 1983.

6. Item 6— Complete and attach supplements L, O, and P as needed for the following types of amendments:
New General Partner— Complete one section of supplement P for each new general partner. Place "(new partner)" after the partner name.

New Limited Partner— Complete one section of supplement L and one section of supplement P for each new limited partner. Place "(new partner)" after the partner name on each supplement.

Increase in existing limited partner's contribution— Complete one section of supplement L and supplement P for each existing limited partner where an increase has occurred in the amount or character of the limited partner's contribution or obligation to make a contribution. Place "(increased contribution)" after the partner name on each supplement.

Change in existing limited partner's contribution (other than increase)— Complete one section of supplement L for each existing limited partner where a change, other than an increase, has occurred in the amount or character of the limited partner's contribution or obligation to make a contribution. Place "(changed contribution)" after the partner name.

Change in partner name or address— Complete one section of supplement P for each partner, general or limited, whose name or address has changed. If an address change, place "(address change)" after the partner name. If a name change, identify both the previous name and the new name within item 2 of supplement P.

Withdrawal of partner— Complete one section of supplement P for each partner, general or limited, that has withdrawn. Place "(withdrawing partner)" after the partner name.

All other amendments— Use supplement O for all other amendments. Please identify each section and paragraph of the certificate of limited partnership that is being amended.

7. This certificate must be signed in ink by at least one general partner. New partners (general and limited) and any partner whose present or future contribution has increased must affix their signature, and the date of signature, to supplement P. A partner may sign by an attorney in fact.

8. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00

9. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054,
6546 Mercantile Way, Lansing, MI 48909, (517) 334-6302.

SUPPLEMENT LPage 1 of 1

AUTHORIZED UNDER P.A. 213 OF 1982

Limited Partnership Name Thumb Cellular Limited PartnershipSupplement to: ☐ Certificate of Limited Partnership ☐ Restated Certificate of Limited Partnership☒ Amendment to Certificate of Limited Partnership**INFORMATION AND INSTRUCTIONS**

1. Complete one section of this form for each limited partner. Use as many pages of supplement L as needed to provide information on all limited partners.
 2. Item 1 — List all limited partner names in alphabetical sequence.
 3. Item 2 & 3 — If the contribution is in the form of property or services, indicate the agreed value (in dollars) of the contribution in the space provided for other.
- If more space is needed, continue on supplement O.

1. Limited Partner Name (Last, First, Initial)

Century Cellunet of Michigan RSAs, Inc. (increase in contribution)

2. Contributions Previously Made

Cash: \$ 13,000.00Other: \$ -0-Indicate Dollar Value -0-

3. Future Contributions to be Made

Cash: \$ -0-Other: \$ -0-Indicate Dollar Value -0-

4. Description of Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

N/A

5. Times or events requiring Future Contributions: (Cash, Property or Services) In the event the General Partner determines that additional capital is needed to meet the financial obligations or operating expenses of the Partnership.

1. Limited Partner Name (Last, First, Initial)

2. Contributions Previously Made

Cash: \$

Other: \$

Indicate Dollar Value

3. Future Contributions to be Made

Cash: \$

Other: \$

Indicate Dollar Value

4. Description of Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

5. Times or events requiring Future Contributions: (Cash, Property or Services)

1. Limited Partner Name (Last, First, Initial)

2. Contributions Previously Made

Cash: \$

Other: \$

Indicate Dollar Value

3. Future Contributions to be Made

Cash: \$

Other: \$

Indicate Dollar Value

4. Description of Contributions Other Than Cash: (Include all property or services contributed or to be contributed)

5. Times or events requiring Future Contributions: (Cash, Property or Services)

(Please read instructions on reverse side before completing form)

Limited Partnership Name Thumb Cellular Limited Partnership

Supplement to:

(Check one)

- ☐ Certificate of Limited Partnership
- ☐ Restated Certificate of Limited Partnership
- ☒ Amendment to Certificate of Limited Partnership
- ☐ Application for Registration to Transact Business in Michigan
- ☐ Certificate of Correction

1. Type of Partner Limited	2. Partner Name GTE Mobilnet, Incorporated (withdrawing partner)
3. Address 616 FM 1960 West, Suite 400, Houston, Texas 77090-3097	
4. Signature <i>[Signature]</i>	5. Date Signed 1/30/91
Edwin H. Eichler, President of the General Partner*	

1. Type of Partner Limited	2. Partner Name Century Cellunet of Michigan RSAs, Inc. (increase in contribution)
3. Address 520 Riverside Drive, Monroe, Louisiana 71201	
4. Signature <i>[Signature]</i>	5. Date Signed 1/30/91
Edwin H. Eichler, President of the General Partner*	

1. Type of Partner	2. Partner Name
3. Address	
4. Signature *pursuant to the terms of a Power of Attorney contained in the Articles of Partnership	5. Date Signed

1. Type of Partner	2. Partner Name
3. Address	
4. Signature	5. Date Signed

1. Type of Partner	2. Partner Name
3. Address	
4. Signature	5. Date Signed

1. Type of Partner	2. Partner Name
3. Address	
4. Signature	5. Date Signed

1. Type of Partner	2. Partner Name
3. Address	
4. Signature	5. Date Signed

CERTIFICATE OF SERVICE

I, Philip W. Horton, hereby certify that a copy of the foregoing Applicants' Response to Petition to Dismiss or Deny was served by hand this 29th day of June, 2000, on the following persons:

Hon. William E. Kennard
Chairman
Federal Communications Commission
Room No. 8-B201
445 12th Street, S.W.
Washington, D.C. 20554

Hon. Susan Ness
Commissioner
Federal Communications Commission
Room No. 8-B115
445 12th Street, S.W.
Washington, D.C. 20554

Hon. Harold W. Furchtgott-Roth
Commissioner
Federal Communications Commission
Room No. 8-A302
445 12th Street, S.W.
Washington, D.C. 20554

Hon. Michael K. Powell
Commissioner
Federal Communications Commission
Room No. 8-A204
445 12th Street, S.W.
Washington, D.C. 20554

Hon. Gloria Tristani
Commissioner
Federal Communications Commission
Room No. 8-A302
445 12th Street, S.W.
Washington, D.C. 20554

Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
445 12th St., S.W.
Room TW-A325
Washington, DC 20554

International Transcription Services, Inc.
445 12th Street, S.W.
Room CY-B402
Washington, D.C. 20554

Office of Public Affairs
Reference Operations Division
Federal Communications Commission
445 12th Street, S.W.
Room CY-A257
Washington, D.C. 20554

Lauren Kravetz
Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-A163
Washington, D.C. 20554

Michael Samsok
Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-A131
Washington, D.C. 20554

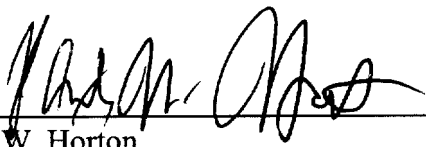
Monica Desai
Public Safety and Private Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-A232
Washington, D.C. 20554

Justin Connor
Telecommunications Division
International Bureau

Federal Communications Commission
445 12th Street, S.W.
Room 6-A832
Washington, D.C. 20554

Carl Huie
Experimental Licensing Branch
Office of Engineering and Technology
Federal Communications Commission
445 12th Street, S.W.
Room 7-A301
Washington, D.C. 20554

Timothy E. Welch
Hill & Welch
1330 New Hampshire Avenue, N.W.
#113
Washington, D.C. 20036


Philip W. Horton